

EXHIBIT F

**TD AMERITRADE
Cash Management
Services Agreement**

**Manage all your
investments &
personal finances
with the convenience
of one account**



TABLE OF CONTENTS

Definitions	3
Description of CMS.....	4
Sweep Feature	4
TD AMERITRADE Cash.....	6
Checks	6
ATM/VISA® Check Card.....	7
Payment of Items	8
Minimum Balance	8
Termination of CMS.....	8
Security Interest.....	8
Rights and Responsibilities Regarding ATM/VISA® Check Card.....	9
Brokerage Agreement.....	12
Governing Law	12

TD AMERITRADE CASH MANAGEMENT SERVICES AGREEMENT

This Agreement between the account holder(s) and TD AMERITRADE sets forth the terms and conditions governing the TD AMERITRADE cash management services ("CMS").

DEFINITIONS

"I," "me," "my," or "account holder" means each account holder who signs the CMS application.

"You," "your," or "TD AMERITRADE" means TD AMERITRADE, Inc., a wholly owned subsidiary of TD AMERITRADE Holding Corporation.

"Bank" means TD Bank USA, N.A., a subsidiary of Toronto-Dominion Bank. TD AMERITRADE, Inc. and TD Bank USA are affiliated through their respective parent companies.

"NISC" means National Investor Services Corp., a wholly owned subsidiary of TD AMERITRADE Holding Corporation.

"CMS" means the TD AMERITRADE cash management services which consists of my Brokerage Account, which includes a Designated Sweep Account, that may be accessed by Check or ATM/VISA® Check Card.

"Designated Sweep Account" means the sweep vehicle that I have designated on my account application for holding uninvested cash balances.

"Brokerage Account" means the securities brokerage account opened in my name at TD AMERITRADE, Inc. and includes my Designated Sweep Account.

"Checks" mean checks which are issued to me and which are drawn on my Brokerage Account through CMS.

"Card" means the ATM/VISA® Check Card that I will automatically receive to access my Brokerage Account through CMS.

"Investors Check Advance" means my available margin credit which can be used as overdraft protection when writing a Check drawn on my Brokerage Account or by use of my Card.

"Business Day" means Monday through Friday, excluding Bank and New York Stock Exchange holidays.

“Available Cash Balance” means amounts held in my Designated Sweep Account and any additional amounts held in any other Money Market Mutual Fund(s) or Money Market Deposit Account included in my Brokerage Account.

“Available Margin Credit” means the amount of credit TD AMERITRADE may extend to me based on the value of marginable securities held in my margin and short account.

“FDIC” means Federal Deposit Insurance Corporation.

“SIPC” means Securities Investor Protection Corporation.

“Electronic Fund Transfer” means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing the bank to debit or credit our account.

The term includes, but is not limited to:

- Preauthorized Electronic Fund transfers, such as direct deposit of Social Security payments, payroll payments, U.S Treasury checks to your accounts, interest, or dividend payments
- Automatic, withdrawals that recur at substantially regular intervals from our accounts
- Point-of-Sale transfers (POS)
- Automated Teller Machine transfers (ATM)
- Telephone Banking transfers
- WebBanking transfers

This term does not include payments made by checks, draft, or similar paper instrument, Fedwire or similar wire transfer made at an electronic terminal or elsewhere.

DESCRIPTION OF CMS

CMS consists of a Brokerage Account that is linked to a Designated Sweep Account. CMS permits me to write Checks and use the Card issued to me to access my Brokerage Account.

SWEEP FEATURE

Available credit balances in my Brokerage Account will be automatically swept on a daily basis to the Designated Sweep Account. The proceeds of any checks which I deposit to my Brokerage Account will be swept to the designated Sweep Account on the third business day after receipt by TD AMERITRADE and will begin earning dividends or interest on that day. **I understand that access**

to such funds may be withheld for up to 10 calender days to assure that such checks have not been returned unpaid. Such holds may result in the dishonor of checks or rejection of Card transactions if funds and/or Available Margin Credit are not otherwise available within my Brokerage Account.

Money Market Mutual Funds — If I have selected a Money Market Mutual Fund(s) as my Designated Sweep Account, I understand that shares of the Money Market Mutual Fund(s) will be redeemed at their net asset value on the day the shares are redeemed. I further understand that Money Market Mutual Fund(s) shares are not deposits or obligations of, or guaranteed by, NISC or any bank or any other affiliate, and are not FDIC-Insured. There can be no assurance that these funds will be able to maintain a stable net asset value of \$1 per share. I have received and read a copy of the Prospectus of the Money Market Mutual Fund(s) designated by me, containing a more complete description of the Fund, including fees and expenses.

Money Market Deposit Account (FDIC-Insured) — If I have selected the Money Market Deposit Account (FDIC-Insured) as my Designated Sweep Account, I understand that I will have an interest in a money market deposit account which NISC has established at the Bank for the benefit of its customers. The interest rate paid on the Money Market Deposit Account (FDIC-Insured) is determined by the Bank and may change at any time at the Bank's discretion. I recognize that the Money Market Deposit Account (FDIC-Insured) is a deposit liability of the Bank and not a deposit liability or obligation of NISC, and is subject to the rules of the Bank, which may be changed at any time.

FDIC Coverage — Funds in my Money Market Deposit Account (FDIC Insured) are insured by the FDIC up to a maximum of \$100,000 per depositor. This \$100,000 ceiling applies to the aggregate of my individual deposits, including Certificates of Deposit (CDs), held at the Bank. Because deposits maintained in different capacities of legal ownership (such as individual, joint, and retirement) are separately insured up to \$100,000 by the FDIC, the FDIC coverage of my funds at the Bank may exceed, in some cases, \$100,000. For example, if my spouse and I each maintain individual deposit accounts at the Bank, each of us would be protected up to \$100,000 for our individual deposits. If in addition to our individual accounts, my spouse and I maintain a joint account at the bank, our joint deposits would be separately insured up to \$200,000. IRA and self-directed Keogh deposit accounts are separately insured up to the aggregate total of \$100,000. In addition,

Uniform Gifts to Minors Act accounts are deemed to be those of the minor and are insured up to an aggregate of \$100,000 with other accounts owned individually by the minor.

I understand that NISC will be acting as my agent and messenger in connection with the use and operation of the Money Market Deposit Account (FDIC-Insured). As required by federal regulations, the Bank reserves the right to require seven days' prior notice before permitting a withdrawal out of the Money Market Deposit Account. I hereby give my consent to NISC to provide information regarding my Brokerage Account to the Bank in connection with CMS.

TD AMERITRADE CASH

If I selected TD Bank USA, N.A. Cash as my designated sweep vehicle, I understand that TD AMERITRADE will pay interest on available credit balances in my brokerage balances based on its current rates and policies, which may be changed without notice. Interest will be credited to my account on the fifth business day following the statement period in which it is earned.

CHECKS

I understand that I may write Checks on my Brokerage Account in any amount in U.S. dollars. I understand that my Checks are provided to me by TD AMERITRADE and not by the Bank. I understand that the Checks are drawn against my Brokerage Account. I further understand that the Checks are not drawn on an account in my name at the Bank although they are payable through the Bank. I further understand that the Checks are intended to facilitate access to my Brokerage Account and that CMS are not a bank account or intended as a substitute for a traditional checking account. I understand that you reserve the right to limit my check writing privileges if I write an excessive number of Checks.

I understand that canceled Checks will not be returned to me, though I may request copies of such Checks.

TD AMERITRADE reserves the right to pay post-dated Checks, although it is not obligated to do so.

TD AMERITRADE also reserves the right not to pay any Check if it determines, in its sole discretion, that the Check is incomplete or improperly completed. I understand that any Check that would cause me to exceed the Available Cash Balances in my Brokerage Account and any Available Margin Credit may not be honored.

I understand that fees will be imposed for Check reorders (\$9.95 for 100 checks), stop payments (\$15.00), Checks

returned for insufficient funds (\$25.00), and any other special services, and that these fees are subject to change without notice.

In order for me to stop payment on any Check, I must notify you of the exact amount of the Check, the number, date and payee of the Check, and my Brokerage Account number. If such notification is made orally, it will be valid for 14 days unless confirmed in writing. A written stop payment order is effective for six months. If any information I supply you is not correct or provided to TD AMERITRADE in a manner that does not provide TD AMERITRADE reasonable opportunity to stop payment of the Check, or if I do not promptly comply with a request for other reasonable information about the Check, neither you nor the Bank will be responsible if the Check is not stopped.

ATM/VISA® CHECK CARD

I understand that the ATM/VISA® Check Card is provided to me in order to obtain cash withdrawals from Available Cash Balances in my Brokerage Account at a participating network automated teller machine. In addition, my Card may be used to pay for goods or services from any merchant that participates in the VISA® system, and I authorize TD AMERITRADE to charge against Available Cash Balances in my Brokerage Account to satisfy my Card transactions. I understand that regardless of the balances in my Brokerage Account on a particular day, daily ATM cash withdrawals may not exceed \$1,000 per day and may be lowered or increased at the sole discretion of TD AMERITRADE and that some participating machines may impose restrictions on the maximum amount of withdrawals per day. I understand that merchant transactions and authorizations may not exceed \$2,500 per day and may be lowered or increased at the sole discretion of TD AMERITRADE. I understand that usage of my Card will be governed by the rights and responsibilities set out in this Agreement and applicable state and federal law. I understand that when I use an ATM not owned by TD AMERITRADE, I may be charged a fee by the ATM operator or any network used (and I may be charged a fee for a balance inquiry even if I do not complete a fund transfer). I also understand that additional charges may apply for any cash advance I obtain through a teller and that the Card may be canceled by the Bank or TD AMERITRADE at any time without prior notice.

With respect to international exchange rates I understand that the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of

rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer.

PAYMENT OF ITEMS

I understand that all Brokerage Account purchase transactions, Checks which I write, and Card transactions will be accumulated daily, and that you will promptly pay each on my behalf to the extent that sufficient funds can be provided from Available Cash Balances in my Brokerage Account; from other available credit balances in my Brokerage Account; and if I have been approved as a margin account, from margin loans made by TD AMERITRADE within the Available Margin Credit of my Brokerage Account. I understand that if any Checks which I write or any Card transactions access my Available Margin Credit ("Investors Check Advance"), that any such amount will be a loan by TD AMERITRADE to me at the same rate TD AMERITRADE generally charges for margin loans and will be secured by securities in my Brokerage Account. I understand that any money transfers into my Brokerage Account will not be available for withdrawal for 5 business days following the day of the transfer. For example, if you make a transfer on Monday, it will be available on the following Monday.

MINIMUM BALANCE

I understand that TD AMERITRADE reserves the right to impose a \$5 per month service charge for any month end for which the balance of my Brokerage Account does not equal or exceed \$1,000 in cash and securities. I agree that such charges, along with any other service charges, will be automatically debited from my Brokerage Account.

TERMINATION OF CMS

I may terminate CMS at any time by giving you written notice. TD AMERITRADE may terminate any or all of the services provided under this Agreement at any time and for any reason at its sole discretion. Closing an account or terminating services will not affect any rights and obligations incurred prior to closure or termination, including my obligation to pay Card transactions, Checks, or other charges. Upon termination of CMS, I agree that I will destroy all Cards and unused Checks in my possession.

SECURITY INTEREST

As security for any indebtedness or obligation I have incurred to TD AMERITRADE or to the Bank in

connection with CMS, I grant TD AMERITRADE a security interest in any and all securities or property held now or in the future by TD AMERITRADE in any of my accounts or any other property TD AMERITRADE may hold for me. At its sole discretion without prior notice and for its sole protection, TD AMERITRADE may sell or transfer money, securities, or rights to any portion of any account to satisfy a margin deficiency or other obligation. Shares of my Money Market Mutual Fund(s) or monies in the Money Market Deposit Account (FDIC-Insured) also are subject to a general lien for the discharge of my obligation to TD AMERITRADE or to the Bank, and TD AMERITRADE may redeem such shares or withdraw such monies to satisfy my obligations without further notice or demand. No provision of this Agreement concerning liens or security interests shall apply to any account to the extent such application would be in conflict with any provision of ERISA or the Internal Revenue Code relating to retirement accounts.

RIGHTS AND RESPONSIBILITIES REGARDING ATM/VISA® CHECK CARD

Responsibilities and Liabilities — I understand that it is my responsibility to safeguard all ATM Visa Debit cards issued by the Bank for my account, as well as any PINs issued to me. I understand that any individual to whom I give authorization to use a Card will remain authorized for such usage until the Bank is notified to cancel any and all Cards used by the authorized individual. I understand that if my account is a non-consumer account, I am liable for all ATM/Visa Debit card activity transacted in my account and/or losses due to any and all activity covered under Regulation E.

Errors or Questions About Transactions — I will call at once if I think my statement or transaction record is wrong or if I need more information about a transaction listed on my statement or transaction record. The telephone number to call is **1-800-934-4448**.

TD AMERITRADE must hear from me not later than 60 days after the date I've been sent the **first** statement on which the problem or error appeared. If I tell you orally, I understand that you may require that I send you my complaint or question in writing within 10 business days to:

TD Bank USA, N.A.
Attn: Banking Services
31 West 52nd St.
21st Floor
New York, NY 10019

You will need the following information: (1) my name, Brokerage Account number, and Card number; (2) a description of the error or transaction I am unsure about, and I will explain as clearly as I can why I believe it's an error or why I need more information; and (3) the date and dollar amount of the transaction or suspected error. You may also require that my letter be notarized.

You will tell me the results of your investigation within 10 business days after you hear from me and you will correct any error promptly. If you need more time, however, you may take up to 45 days (90 calendar days if the transfer involved a merchant transaction or a foreign initiated transfer) to investigate my complaint or question. If you need more time, you will recredit my account within 10 business days for the amount I think is in error, so that I will have the use of the money during the time it takes for you to complete your investigation. If you ask me to put my complaint or questions in writing and you do not receive it within 10 business days, you are not required to recredit my account. If you decide there was no error, you will send me a written explanation within three business days after you complete your investigation. I may ask for copies of the documents used in your investigation.

Loss, Theft, or Unauthorized Transfers — I will call you at once if I believe that my Card has been lost or stolen or if someone has transferred or may transfer money from my account without my permission. Phoning is the best way to minimize losses. A problem can be reported by calling **1-800-934-4448**.

Liability in case of loss, theft, or unauthorized transfers — I understand that the loss, theft, or unauthorized use of my Card could cause me to lose all of the cash assets available in my Brokerage Account through CMS. However, I will not be liable for unauthorized use of my Card that occurs after I tell you about the loss, theft, or unauthorized use of my Card. I understand that you may, to the extent allowed under applicable law, increase the limit of my liability for unauthorized use if you determine that I was grossly negligent or fraudulent in the handling of my Card.

Point-of-Sale Transfers — If I tell you AT ONCE that my card was lost or stolen, I will not be liable for the unauthorized point-of-sale transactions. If I do not tell you within 60 days after the statement was mailed to me that includes the unauthorized point-of-sale transaction, I may not recover any money I lost after the 60 days, if you can prove that you could have stopped someone from taking the money had I told you in time.

ATM Transactions — I will tell you AT ONCE if I believe my card and/or personal identification number has been lost or stolen. Phoning is the best way of keeping my possible losses down. If I tell you within two business days, I can lose no more than \$50 if someone used my card and/or personal identification number without your permission. (If I believe my card and/or personal identification number has been lost or stolen, and tell you within two business days after I learn of the loss or theft, I can lose no more than \$50 if someone used my card and/or personal identification number without my permission.)

If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or personal identification number, and we can prove we could have stopped someone from using your card and/or personal identification number without your permission if you had told us, you can lose as much as \$500.

Also, if my statement shows transactions that I did not make or authorize, I will tell you at once. If I do not tell you within 60 days after the statement was mailed to me that includes the unauthorized transaction, I may not recover any money I lost after the 60 days, if you can prove that you could have stopped someone from taking the money had I told you in time.

Liability for Failure to Complete Transactions — If an electronic transfer is not completed on time or in the correct amount according to the agreements governing CMS, TD AMERITRADE may be liable for resulting losses or damages. However, there are some exceptions. For instance, TD AMERITRADE (and the Bank acting as its agent) will not be liable if:

- (a) Through no fault of TD AMERITRADE (or the Bank), the amount of the transfer would exceed my available balance or available margin if applicable; or
- (b) Circumstances beyond the control of TD AMERITRADE (or the Bank) (such as fire or flood) prevent the transfer, despite reasonable precautions that were taken; or
- (c) The electronic terminal, electronic system, or cash machine was not working properly, and I knew about the breakdown when the transfer was started; or
- (d) The cash machine where I was obtaining cash did not have enough cash; or
- (e) As provided by applicable law.

Disclosure of Account Information to Third Parties — I understand that TD AMERITRADE (or the Bank acting as

its agent) may disclose information to third parties about my account or my transactions: (1) when it's necessary for completing transactions; (2) to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; (3) to comply with a government agency or court order; (4) if I give you my permission; and (5) as otherwise authorized in this Agreement. I further understand that this information may be shared by TD AMERITRADE and affiliates to determine my eligibility for other products and services they may offer. I may opt out of such information sharing by providing you with written notification.

My Right to Receive Documentation — A summary of my Electronic Fund Transfer activity will be included in my monthly statement. I may request additional documentation by calling my investment consultant. A fee may be imposed.


Changes to These Rights and Responsibilities — From time to time, the rights and responsibilities in connection with electronic transfers may change. TD AMERITRADE will notify me, as required by law, of any changes; however, TD AMERITRADE is not required to notify me in advance if the change is necessary for security reasons.

Refusal to Honor Card or Checks — Neither TD AMERITRADE nor the Bank is responsible for any person's action in refusing to honor or accept my Card or Checks, or for any person's action in taking possession of my Card or Checks.

BROKERAGE AGREEMENT

I understand and agree that I continue to remain bound by the terms and conditions of the Customer Agreement which governs my Brokerage Account and that all such terms and conditions contained in the Customer Account Agreement, **including the pre-dispute arbitration clause in paragraph 9 of the Customer Account Agreement**, shall now also govern CMS.

GOVERNING LAW

 This agreement shall be governed by the laws of the State of New York.

tdameritrade.com

Local branches nationwide

1-800-934-4448



TD AMERITRADE, Division of TD AMERITRADE, Inc., member NASD/SIPC. TD AMERITRADE is a trademark jointly owned by TD AMERITRADE IP Company, Inc. and The Toronto-Dominion Bank. © 2006 TD AMERITRADE IP Company, Inc. All rights reserved. Used with permission.

TDW #0630A Rev. 04/06